

Discover Palm Beach County, Inc.
(DBA, Discover The Palm Beaches)
2195 Southern Blvd. Suite 400, West Palm Beach, FL 33406
REQUEST FOR PROPOSALS
2022 Request for Proposals for Website Development

SIGNATURE PAGE

The Signature Page must be signed by an individual authorized to legally bind the business submitting the Proposal.

NAME OF FIRM: _____

CONTACT NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____

ADDRESS: _____

TELEPHONE: MAIN:(_____) _____ CELL: (_____) _____

EMAIL ADDRESS: _____ FAX: (_____) _____

CORPORATION organized under the state of _____ ID NUMBER _____

authorized to do business in Florida provided for in any resultant contract.

FIN of FEI Number: _____ if Company, Corporation or Partnership

Social Security Number: _____ if Individual

RFP TIMELINE:

RFP Released: 2/6/2023

CONE OF SILENCE STARTS: 2/6/2023 – see Section H (4)

Question Clarification Deadline: 2/13/2023, 11:59pm EST

Clarification Responses: 2/14, 5:00pm EST

Proposal Deadline: 2/17/2023, 11:59pm EDT (“Deadline”)

Presentation & Questions: Between 2/21/2023-2/22/2023

RFP Selection Committee Presentation: Between 2/23/2023-2/24/2023

Target Contract Start Date: 3/1/2023

Note: This timeline may be altered at any time at the discretion of TPB and/or the RFP Selection Committee. Written notice will be issued upon any changes in schedule.

CONTACT PERSON

The Contact Person at DTPB for this RFP is Bryan Glynn – Senior Director, Digital Marketing. He can be reached via email at bglynn@thepalmbeaches.com.

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A. Organization Background

Discover Palm Beach County, Inc., DBA, Discover The Palm Beaches (“DTPB”) a 501(c)6, private, not-for-profit corporation provides destination marketing services to Palm Beach County, Florida (the “County”) to assist the County in branding, marketing, promoting, and advertising Palm Beach County tourism for national and international markets, under a contract between TPB and Palm Beach County (the “TPB/County Contract”).

OUR MISSION: *Grow The Tourism Economy*

OUR VISION: *To position The Palm Beaches as Florida's premier tourism destination*

OUR BRAND PROMISE: *The Palm Beaches are America's First Resort Destination. The community where genuine hospitality is a way of life, and the diversity of travel experiences is matched by the warmth of its coastal communities. It is Florida's finest travel experience.*

B. Purpose

The purpose of this Request for Proposal (RFP) is to enter into an agreement with a qualified firm for the design and development of The Palm Beaches’ Metaverse platform and ongoing Metaverse maintenance through the term outlined in F(5).

C. Expectations/Statement of Needs

The final product must be built on a 3D platform providing an immersive, social, and descriptive experience. The platform should not include proprietary software or code. It should be optimized for desktop, mobile, table, and virtual reality devices. Detailed needs are outlined in Scope of Work, Exhibit A.

D. Scope of Services

The Palm Beaches is deploying an RFP for a Metaverse development partner. Please refer to the attached Scope of Work, Exhibit A, as a basis for your proposal response.

E. RFP Terms and Conditions

1. Preparing a Response

This RFP contains instructions governing the proposals to be submitted and a description of the mandatory requirements. To be eligible for consideration, a proposer must meet all mandatory requirements. Compliance with the intent of all requirements will be solely determined by DTPB. Responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non-responsive.

2. Rights Reserved

While DTPB has every intention to award a contract because of this RFP, issuance of the RFP, evaluation of the proposals, and the selection of a successful proposer by DTPB in no way constitutes a commitment by DTPB to award a contract. DTPB, in its sole and absolute discretion, and for any reason or no reason, reserves the right to:

- a) Postpone, cancel or terminate this RFP at any time;
- b) Re-advertise this RFP;
- c) Reject any or all proposals, or parts of any and all proposals, received in response to this document;
- d) Waive any undesirable, inconsequential, or inconsistent provisions of this document, which would not have significant impact on any proposal;
- e) Waive any minor irregularities in this RFP or any proposals received in response to this RFP; or
- f) Not award any contract, or, if awarded, terminate any contract.

3. Development Costs

Neither DTPB nor Palm Beach County, Florida shall be liable for any expenses incurred in connection with work performed, travel, or any and all other expenses incurred in the preparation or submission of a proposal or other participation in this proposal process. All expenses incurred with the preparation and submission of proposals to DTPB, or any work performed in connection therewith, shall be borne by the proposer.

4. Materials Ownership

All materials submitted in response to this RFP become the property of "County" and DTPB. All drawings, maps, sketches, programs, data bases, reports, plans, strategies, marks, logos, ad language, pictures and other data developed or acquired pursuant to any proposal submitted in response to this RFP or provided during a presentation by a proposer or under a contract entered into between DTPB and successful proposer, or at DTPB's expense, shall be and remain DTPB's property and may be reproduced, copied, published, distributed and reused at the discretion of DTPB, TDC or County.

5. Contract Period

A contract will be issued by DTPB for an initial term ending September 2024, with the option to be renewed up to two (2), two-year terms upon mutual agreement of the parties or discretion of DTPB based on the agreed Terms & Conditions as identified in the approved contract. Any renewals will be subject to appropriation of funds and renewal of DTPB/County Contract by the Board of County Commissioners (BCC). Upon confirmation of DTPB/County Contract renewal, no RFP will be required for renewals. A renewal letter will be sent by DTPB prior to the start of each renewal term, with a copy being sent to Tourist Development Council. Notwithstanding the foregoing, no contract shall extend beyond the expiration or earlier termination of DTPB/County Contract.

6. Termination Clause

The contract may be terminated in its entirety without cause by either party by giving a 60-day written notice. Unless the successful proposer is in breach of the contract, the successful proposer shall be paid for services rendered to DTPB's satisfaction through the date of termination.

7. Working Relationship

It is important to note that due to circumstances beyond DTPB's control, the need may arise for immediate action or response from the contracted agency. The successful proposer is expected to understand the inner workings of a tourism/service-oriented bureau and have the ability to provide a high level of quality account service no matter what timelines or deadlines are imposed.

8. Rights to Intellectual Property; Confidentiality

The proposer shall not acquire any interest in or rights to the name “Palm Beach County”, “Palm Beach County Convention & Visitors Bureau”, “Discover The Palm Beaches”, “The Palm Beaches”, nor in any of the materials provided by or created for the County.

9. Public Entity Crimes

As provided in Section 287.132-133, Florida Statutes, by entering into a contract or performing any work in furtherance hereof, the proposer certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

10. Change of Ownership/Management

Should any of the following occur: merger, changes in ownership, receivership, bankruptcy, etc., it will be the obligation of the proposer to notify DTPB of such change and DTPB may, in its sole and absolute discretion, elect to immediately discontinue negotiations with said proposer.

F. Minimum Qualification of Bidders

1. Must be licensed to do business within the State of Florida and hold the appropriate insurance coverage as evidenced by proof from the Florida Department of State, Division of Corporations.
2. Must have a minimum of three (3) years prior experience.
3. Must provide a minimum of two (2) references of clients that we may contact who have utilized services as identified in this RFP.
4. Must include Metaverse concept work performed pre contract award for zero cost to DTPB.

G. Proposal Documents/Requirements

1. Proposal Response Documents

Proposals should be prepared simply and economically with emphasis on completeness and clarity of content and submitted in a straightforward format that describes the capabilities to satisfy the requirements of the RFP.

Proposals should be addressed to Bryan Glynn (See Section H below), contain a completed signature page (electronic copies will be accepted), and should be signed by a person authorized to bind proposer to the terms of the proposal.

Provide an Executive Summary giving an introduction of the proposer’s organization, including a brief history, certification/documentation of satisfaction of minimum qualifications, contact person for contract negotiations, as well as any other information that will assist in our selection process. Proposals should contain a Table of Contents. The Table of Contents should outline, in sequential order, all the areas of the proposal allowing for clarity and ease of review.

2. Conflict of Interest

A list of the current members of the Board of Directors along with its officers and staff is published on TPB website (www.thepalmbeaches.com) or available from the Contact Person referenced in Section H(1). Each proposer shall disclose any and all business affiliations or any other associations that could potentially be considered a conflict of interest with any member of the Board of Directors, officers and/or staff of DTPB.

3. Supporting Team

Provide the name, background, and level of experience of the person who will be the main point of contact (account director or manager) for the contract, as well as for principals, key staff and, other employees who will be directly and indirectly involved in performing the work and identify projects of a similar nature in which the staff member has been involved.

4. Scope of Work

Provide a narrative addressing all points listed in the Scope of Work attached as Exhibit A.

5. Samples

Provide a maximum of two (2) samples supporting the proposer's ability to satisfactorily perform the requirements listed in the scope of work, attached as Exhibit A. Samples provided must be within the past five (5) years.

6. Budget

An estimated budget for the initial buildout of the Metaverse experience as well as monthly fees for ongoing maintenance after the buildout is complete, should be included. This budget shall be based on the Scope of Work provided in Exhibit A. The actual contracted budget will be revised based on the agreed upon Scope of Work and budgetary limitations imposed on DTPB as part of its budget approval process with the County.

7. Financial Statement

Financial statements may be requested by DTPB at its discretion. DTPB reserves the right to request additional information to be used for evaluating responses received from any or all proposers. Further, DTPB retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient financial stability to perform the pending contract.

8. Small Business Enterprise

Refer to Exhibit B for all information related to Small Business Enterprise Policies, procedures, and related schedules.

9. Additional Information

Information considered by the proposer to be pertinent to this project or relevant to your ability to service this account and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

10. Amendments to RFP

It is the proposer's responsibility to assure receipt of all amendments. The proposer shall verify with the

designated contact person (See Section H (1)) prior to submitting a proposal, the number of amendments that have been received. Each amendment to the RFP shall be signed by an authorized person and shall be submitted with the proposal or the proposal shall be deemed non-responsive.

11. Rules, Regulations and Licensing Requirements

The proposer shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the services offered, to include Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

12. Exceptions to the RFP

All exceptions taken must be specific, and the proposer must indicate clearly what alternative is being offered to allow DTPB a meaningful opportunity to evaluate the proposal. Proposers are cautioned that submitting an alternative proposal does not relieve the proposer from submitting the "Minimum Requirements" as stated in Section G above. DTPB is under NO obligation to accept any proposed exceptions or alternatives.

13. Commencement of Work

This RFP does not, by itself, obligate DTPB. DTPB's obligation will commence when the contract is approved by the Board of County Commissioners or their designee and upon written notice to the proposer. DTPB may set a different starting date for the contract or propose terms, provisions, and conditions different than what is contained in this RFP or in the successful proposer's proposal. DTPB will not be responsible for any work done by the proposer, even work done in good faith, if it occurs prior to the contract start date set by DTPB.

14. Insurance Requirements

The successful proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverages and limits (including endorsements) as required by DTPB. Failure to maintain the required insurance shall be considered default of the contract. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by the successful proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful proposer under the Contract.

H. Proposal Procedures

1. Contact Person

The Contact Person at DTPB for this RFP is Bryan Glynn, Senior Director, Digital Marketing. He can be reached via email: bglynn@thepalmbeaches.com.

2. Clarifications

Proposers requesting clarification or interpretation of any section or sections contained in this RFP shall make a written request via email to Bryan Glynn at bglynn@thepalmbeaches.com by the Question Clarifications Deadline on Page 1. Written responses will be shared with all proposers via email by the Clarification Response date on Page 1.

2. Proposal Submission

An electronic version of the completed proposal must be emailed to bglynn@thepalmbeaches.com by the proposal deadline date (see page 1).

Proposer may submit a modified proposal to replace the previously submitted proposal until the Deadline for receipt of proposals (see page 1). TPB will only consider the latest proposal submitted. Failure to submit a complete and responsive proposal shall result in automatic rejection of the proposal.

A proposal may be withdrawn by written email notification.

Proposals and/or modifications to proposals received after the Deadline for receipt of proposals specified in the RFP Timetable (Page 1) are late and shall not be considered.

3. Cone of Silence

Proposers are advised that from the date of release of this RFP until award of the contract, NO contact with DTPB or TDC board members, staff and/or designated Selection Committee members concerning this RFP is permitted, except the contact person designated herein and those referenced in Section H(1) above. Any unauthorized contact may disqualify the proposer from further consideration in the sole and absolute discretion of DTPB.

4. Contract

The selected proposer will be recommended to the TDC Board of Directors and the Board of County Commissioners (BCC) for engagement via a contract for performance of the services utilized in Exhibit A, Scope of Work. Upon approval by such entity, the selected proposer will be engaged via a contract conforming to the terms of DTPB Contract.

5. Evaluation Process and Award Criteria

- a. Proposals are reviewed and evaluated by members of the TPB Marketing Team and up to the top five (5) proposals will be moved forward in the selection process.
- b. The top proposals, from 5a, will orally present their proposal to members of the TPB Marketing Team, if necessary. These presentations can be done virtually or in-person at our office in West Palm Beach, FL. The top three (3) proposals will be moved forward in the selection process.
- c. The top proposals, from 5b, will orally present their proposal to the RFP Selection Committee
- d. As per the Procurement Policy of TPB, the RFP Selection Committee is made up of the following personnel ("Selection Committee"):
 - i. TPB President & CEO
 - ii. TPB Chair or designee Board Member
 - iii. TPB Staff Member
 - iv. County Administrator or Designee
 - v. Executive Director of TDC or Designee
 - vi. TDC Board Member
- e. The Selection Committee will score the proposers according to the established Evaluation Criteria per Section H and will recommend that the proposer with the highest score be approved by the Tourist Development Council Board of Directors and final contract approved by the Palm Beach County Board of Commissioners.

6. Proposals will be evaluated according to numerical scores with respect to the following criteria:

a) Experience and Qualifications of Professional Personnel (Maximum 30 Points)

The proposal will be evaluated based on the strength of the Proposer Firm (and any approved subcontractors); including the experience and qualifications of managerial and professional personnel assigned to the project (the duties of each individual will be stated by the Proposer).

This evaluation will include, but not be limited to:

- Demonstrated record of ability to provide the specific services to the specifications set forth in the Scope of Services;
- Years of experience of firm and personnel and number and quality of previous and present tourism marketing clients;
- Recommendations from previous and present tourism marketing clients regarding the quality of work performed on their behalf.

b) Understanding the Needs and Goals of DTPB as they pertain to the SOW (Maximum 25 Points)

The proposal will be evaluated based on the Proposer's understanding of the needs and goals of DTPB as demonstrated in the strategies, approaches and resources to be applied to DTPB's account as described in the proposal and SOW (Exhibit A).

c) Strength of Firm (Maximum 25 Points)

The proposal will be evaluated based on the strength of the Proposer Firm including organizational depth, arrangements for facilities and support staff, and financial stability. DTPB may make such reasonable investigations as deemed proper and necessary to determine the ability of the proposer to perform the services, and the proposer shall furnish DTPB all such information and data for this purpose as may be requested. DTPB reserves the right to inspect the proposer's physical facilities prior to award to satisfy questions regarding the proposer's capabilities.

d) Participation by Small Business Enterprise (SBE) (Maximum 10 points)

The proposal will be evaluated based on the Proposer's status as a Palm Beach County-certified SBE, or the extent of SBE participation documented in the proposal.

A Local Preference is given to proposers having a permanent place of business in Palm Beach County. If a proposer is eligible to receive a Local Preference, the proposer will receive five (5) points, unless the proposer qualifies to receive SBE points as specified above. A proposer may only receive either Local Preference points or SBE points, not both, with SBE taking precedence.

e) Total Contract Price (Maximum 10 points)

DTPB is seeking a proposal that offers significant value and maximum user impact. While competitive pricing will be a factor in scoring these criteria, it may not be the determining component. The proposer with the lowest price is not assured of winning the contract. Up to the top six (6) proposers will be required to give an oral presentation of their proposal to the DTPB Marketing team and/or the Selection Committee. This provides an opportunity for the proposers to clarify or elaborate on the proposal but in no way change the original proposal. This is a fact finding session only and does not include negotiation.

7. Award of Contract

The award, if any, will be made to the proposer whose proposal is considered to be the most advantageous to DTPB in the best interest of the County's tourism promotion and development program based on the Review and Selection Committee's scoring after review of every responsive proposal including, but not limited to, price.

Furthermore, the recommendation of the Selection Committee may be rejected by DTPB Board, the TDC Board, and/or the Board of County Commissioners. DTPB reserves the right, at its sole discretion, not to make an award and to rebid this RFP in part or in its entirety regardless of circumstance. DTPB also reserves the right to reject the proposal from any contractor who has previously failed in proper performance of an award or to deliver on-time services under contracts of a similar nature or who is not in a position to perform properly under this award.

The apparent successful proposer will be notified of the recommendation for award. A contract must be negotiated, completed and executed by the successful proposer and DTPB for approval by the Board of County Commissioners before it becomes valid and effective. If this condition is not met in a timely manner through no fault of DTPB, DTPB, at its sole discretion, may elect to cancel the recommended award to that proposer and make the award recommendation to the next most advantageous proposer. This process may continue until such time as DTPB has finalized a contract or determined to cancel the procurement in its entirety.

The award document will be a contract incorporating by reference the terms and conditions of the solicitation and the Contractor's proposal as negotiated.

I. Schedule of Exhibits

- A. Scope of Work
- B. SBE Schedules

EXHIBIT A

SCOPE OF WORK

This RFP and Scope of Work is for design, development, and ongoing maintenance of a custom Metaverse Platform. Each respondent must be able to fulfill all the requirements outlined below.

A. AGENCY OVERVIEW

Provide an overview of your agency and qualifications in the Metaverse platform development space including, but not limited to:

1. Agency description and philosophy
2. Overview of Metaverse development capabilities and process including services and capabilities you perform in-house and those you outsource
3. Organizational chart showing key personnel and their experience
4. The day-to-day support team including account director/manager, project manager, art director, designer(s), developer(s), etc.
5. Billing and expense practices
6. List of current clients (both in and outside our industry) along with
7. Three (3) references of clients we may contact who have utilized services as identified in this RFP

B. METAVERSE CONCEPTING

Due to the nascent nature of the Metaverse space, concept work is required to be done pre contract award at zero cost (\$0.00) to DTPB and submitted with proposals. This concepting practice should include the following elements:

1. Concepts on key features to be included in the Metaverse platform and how they will function
2. Roadmap for development in a multi-phase approach and the features included in each phase
3. Visual mockup of the 3D Platform

C. REQUIRED PLATFORM ELEMENTS & SERVICES

1. 3D platform that addresses high-end visual appeal, presentation, behavior, and interactivity while offering a user experience that is cutting-edge and creative yet guides users effortlessly throughout the platform
2. DTPB must own, have full access to, and have the right to customize all “source code”; the entire platform must be portable, not being built on proprietary platforms or technology; a new team with equivalent experience should be able to step in and manage the platform, if necessary
3. Proper optimization for mobile, desktop, tablet, and virtual reality devices
4. Ability to integrate business partners: hoteliers, attractions, restaurants, etc.
5. Creation of simple games to drive user engagement and repeat visitation
6. Buildout of discount tokens to be used in real life
7. Ability for user to create avatars that are viewable by others in the platform
8. Creation of social spaces for avatars to congregate and communicate
9. Conduct user research to help define structure and end user needs; define personas, task models, and user journey diagrams to communicate findings
10. Validate user research by testing proposed solutions with potential users. Present and revise proposed design/UX solutions based on stakeholder and end-user feedback

EXHIBIT B
Small Business Enterprise

a) Policy

It is the policy of the Board of County Commissioners of Palm Beach County, Florida, that SBE(s) have the maximum practical opportunity to participate in the competitive process of supplying goods, services, and construction to the County. To that end, the Board of County Commissioners adopted a Small Business Ordinance which is codified in Sections 2-80.21 through 2-80.34 (as amended) of the Palm Beach County Code, which sets forth the County’s requirements for the SBE program and is incorporated in this RFP. Compliance with the requirements contained in this section shall result in a proposer being deemed responsive to SBE requirements. The provisions of the Code are applicable to this solicitation and shall have precedence over the provisions of this solicitation in the event of a conflict.

Although preferences will not be extended to certified M/WBEs, unless otherwise provided by law, businesses eligible for certification as an M/WBE are encouraged to maintain their certification in order to assist in the tracking of M/WBE availability and awards of contracts to M/WBEs. This information is vital to determining whether race and gender-neutral programs assist M/WBE firms or whether race and gender preferences are necessary in order to address any continued discrimination in the market.

b) SBE Goals

The County has established a minimum goal of 15% SBE participation for all County solicitations, inclusive of all alternates and change orders. This goal is a minimum, and no rounding will be accepted.

It will be the responsibility of the firm submitting a proposal to furnish all the necessary information to the County in order to receive points for SBE participation. Points will not be cumulative. Points shall be assigned based on the level of SBE participation as outlined below:

Table 1 - SBE Point System (Non-CCNA)

Scenario		Points
A	Proposer is a Palm Beach County certified SBE who will be providing 51% of the work with their own workforce.	10 points (or 10% if total evaluation points exceed 100)
B	Proposer has submitted proper documentation verifying that the County’s Professional Services Goal of 15% has been met, utilizing Palm Beach County certified SBE subcontractors. One-half point will be awarded for each increment of five (5) percent by which said amount exceeds the established goal.	5-8 points (or 5%-8% if total evaluation points exceed 100)

NOTE: Final SBE points will be contingent upon a percentage of the total evaluation.

Upon initiation of the RFP solicitation process, all potential and interested professional service firms or consultants shall be required to list all SBE and M/WBE sub-consultants' selected portion of work to be performed, and *dollar amount or percentage* for each on Schedule 1 and Schedule 2.

Points awarded for SBE participation shall not exceed ten percent (10%) of the total amount of possible points awarded.

c) Proposal Submission Documentation

SBE proposers proposing as prime contractors are advised that they must complete Schedule 1 listing the work to be performed by their own workforce as well as the work to be performed by any SBE or M/WBE subcontractor. Failure to include this information on Schedule 1 will result in the participation by the SBE prime proposers own workforce NOT being counted towards meeting the SBE goal. This requirement applies even if the SBE contractor intends to perform 100% of the work with their own workforce.

Proposers are required to submit with their proposal the appropriate SBE-M/WBE schedules in order to be deemed responsive to the SBE requirements. SBE-M/WBE documentation to be submitted is as follows:

Schedule 1 - List of Proposed SBE and M/WBE Participation

This list shall contain the names of all SBE and M/WBE prime and subcontractors intended to be used in performance of the contract, if awarded. This schedule shall also be used if an SBE prime proposer is utilizing ANY subcontractors.

Schedule(s) 2 - Letter(s) of Intent to Perform as an SBE or M/WBE Subcontractor

A Schedule 2 for each SBE and/or M/WBE Subcontractor listed on Schedule 1 shall be completed and signed by the proposed SBE and/or M/WBE Subcontractor. Subcontractors shall specify the type of work to be performed, the cost or percentage shall also be specified. Additional sheets may be used as needed.

d) SBE Certification

Only those firms certified by Palm Beach County at the time of proposal opening shall be counted toward the established SBE goals. Upon receipt of a complete application, **IT TAKES UP TO NINETY (90) DAYS TO BECOME CERTIFIED AS AN SBE WITH PALM BEACH COUNTY.** It is the responsibility of the proposer to confirm the certification of any proposed SBE; therefore, it is recommended that proposers visit the on-line Vendor Directory at www.pbcgov.org/osba to verify SBE certification.

e) Counting SBE Participation (and M/WBE Participation for Tracking Purposes)

- 1) Once a firm is determined to be an eligible SBE according to the Palm Beach County certification procedures, the Prime may count toward its SBE goals only that portion of the total dollar value of a contract performed by the SBE.

- 2) The Prime may count toward its SBE goal a portion of the total dollar value of a contract with a joint venture, eligible under the standards for certification, equal to the percentage of the ownership and control of the SBE partner in the joint venture.
- 3) The Prime may count toward its SBE goal the entire expenditures for materials and equipment purchased by an SBE subcontractor, provided that the SBE subcontractor has the responsibility for the installation of the purchased materials and equipment.
- 4) Prime may count the entire expenditure to an SBE manufacturer (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).
- 5) The Prime may count sixty percent (60%) of its expenditure to SBE suppliers/distributors that are not manufacturers.
- 6) The Prime may count toward its SBE goal second and third tiered SBE subcontractors, provided that the Prime submits a completed Schedule 2 form for each SBE subcontractor.
- 7) The Prime may only count towards its SBE goal the goods and services in which the SBE is certified.

f) Responsibilities After Contract Award

Schedule 3(A) – Professional Services Activity Report

This form shall be submitted by the prime consultants with each payment application when SBE and/or M/WBE sub-consultants are utilized in the performance of the contract. This form shall contain the names of all SBE and M/WBE sub-consultants, specify the subcontracted dollar amount for each sub consultant and show amount drawn and payments to date issued to sub-consultants. This form is intended to be utilized on all professional services contracts.

Schedule 4 – SBE-M/WBE Payment Certification

A Schedule 4 for each SBE and/or M/WBE sub shall be completed and signed by the proposed SBE and/or M/WBE after receipt of payment from the prime. When applicable, the prime shall submit this form with each application submitted to the county for payment to document payment issued to a sub in the performance of the contract.

All proposers hereby assure that they will meet the SBE participation percentages submitted in their respective proposals with the subcontractors contained on Schedules 1 and 2 and at the dollar values or percentages specified. Proposers agree to provide any additional information requested by TPB to substantiate participation.

The successful proposer shall submit an SBE-M/WBE Activity Form (Schedule 3(A)) and SBE-M/WBE Payment Certification Forms (Schedule 4) with each payment application. Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted. The

SBE-M/WBE Activity Form is to be filled out by the Prime Contractor and the SBE-M/WBE Payment Certification Forms are to be executed by the SBE or M/WBE firm to verify receipt of payment.

g) SBE Substitutions

After contract award, the successful proposer will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitution must be done with other certified SBE's in order to maintain the SBE percentages submitted with the bid. Requests for substitutions must be submitted to the user Department and OSBA.

The County's website must be checked to make sure the most current DBE forms are included with the RFP. Go to: www.pbcgov.com, Business (Drop Down Menu), Small Business Assistance, Programs, Compliance Programs, Bid Schedules as follows:

SCHEDULE 1: LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

SCHEDULE 2: LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

SCHEDULE 3(A): PROFESSIONAL SERVICES ACTIVITY REPORT

SCHEDULE 3: SBE-M/WBE ACTIVITY FORM

SCHEDULE4: SBE-M/WBE PAYMENT CERTIFICATION